UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SOFT-AID, INC.,	)
	)
Plaintiff,	)
	)
v.	) CIVIL ACTION NO. 1:14-CV-10419-LTS
	)
SAM-ON-DEMAND, LLC	)
	)
Defendant.	)
	)
	)

AMENDED PROPOSED ORDER OF DEFAULT JUDGMENT

Plaintiff Soft-Aid, Inc. ("Plaintiff," or "Soft-Aid") filed this action for copyright infringement, trade secret misappropriation, breach of contract, and breach of implied covenant of good faith and fair dealing (plus additional claims that are no longer pending) arising from Defendant SAM-On-Demand, LLC's ("Defendant's") alleged copying and unauthorized use of Plaintiff's works related to software asset management (SAM), and other dealings between the parties. (Doc. 1). Defendant asserted counterclaims of defamation, intentional interference with business relationships, deceptive trade practices, and computer fraud. (Doc. 8).

The Court granted partial summary judgment to Plaintiff regarding selected copyright infringement claims (Docs. 151, 153), and subsequently granted an unopposed motion by all of Defendant's attorneys to withdraw (Doc. 204). Defendant has not procured replacement counsel in this case. Plaintiff represents that Defendant's principal (and former co-Defendant) David Mansfield died in 2019, but that Defendant maintains an agent of record ("Agent") in Nebraska, which is its state of incorporation. (Doc. 213).

Now before the Court is Plaintiff's Motion for Default Judgment ("Motion") on all claims and counterclaims (Doc. 209), which Plaintiff has served on Defendant's Agent in the absence of any counsel of record. Defendant has failed to timely respond to the Motion.

Upon consideration of Plaintiff's Motion and supporting documents, the Court GRANTS Plaintiff's Motion and enters the following order.

IT IS HEREBY ORDERED THAT judgment is entered in favor of Plaintiff as to each of Plaintiff's pending claims, namely:

Count I: Copyright Infringement of TXu-1-867-104 ("Statement of Work"), Txu-1-867-067 ("Software by Machine Query Code"), TXu-1-954-823 ("Template of Briefing/Presentation-PowerPoint"), TXu-1-808-879 ("ELP Works Code"), TXu-1-869-448 ("Effective License Position: General Representation of Microsoft Products (text)"), and VAu-1-146-874 ("Effective License Position: Representation of Certain Bundled Microsoft Products (visual arts)");

Count III: Trade Secret Misappropriation;

Count IV: Breach of Contract; and

Count V: Breach of Implied Covenant of Good Faith and Fair Dealing.

IT IS FURTHER ORDERED THAT, pursuant to 17 U.S.C. § 504, Defendant is liable to Plaintiff for $609,159 in damages for copyright infringement, consisting of $450,000 in statutory damages for the *willful* infringement of TXu-1-867-104, TXu-1-808-879, and Txu-1-867-067 ($150,000 per work for each of the three foregoing works), and further consisting of $159,159 in profits for the *willful* infringement of TXu-1-869-448, VAu-1-146-874, and TXu-1-954-823.

IT IS FURTHER ORDERED THAT, pursuant to 17 U.S.C. § 505, Defendant is liable to Plaintiff for costs and attorney's fees in the amount of $443,983.36.

IT IS FURTHER ORDERED THAT Defendant, its officers, agents, servants, current and former employees, members, successors, assigns, and all persons and entities that have acted or are acting in concert or participation with them, are hereby PERMANENTLY ENJOINED FROM:

(i)   reproducing (copying), distributing, publicly displaying, and making derivative works of Plaintiff's copyrighted works: TXu-1-867-104 ("Statement of Work"); Txu-1-867-067 ("Software by Machine Query Code"); TXu-1-954-823 ("Template of Briefing/Presentation-PowerPoint"); TXu-1-808-879 ("ELP Works Code"); TXu-1-869-448 ("Effective License Position: General Representation of Microsoft Products (text)"); VAu-1-146-874 ("Effective License Position: Representation of Certain Bundled Microsoft Products (visual arts)");

(ii)   using or disclosing Plaintiff's trade secrets, including but not limited to Plaintiff's confidential software code, Plaintiff's confidential consulting rates and methods for structuring and applying them, Plaintiff's confidential techniques for gathering information regarding and analyzing customer computing environments, Plaintiff's confidential business information relating to SAM consulting methods and practices, and Plaintiff's confidential client names and other identifying information of Plaintiff's clients, leads, and business opportunities; and

(iii)   breaching the confidentiality terms of Defendant's contract with Plaintiff, including but not limited to using or disclosing any third-party confidential information obtained by SAM-On-Demand LLC ("SOD") by virtue of SOD's work as a sub-contractor to Soft-Aid.

IT IS FURTHER ORDERED THAT judgment is entered in Plaintiff's favor as to each of Defendant's counterclaims.

IT IS FURTHER ORDERED THAT the terms of this Default Judgment and Permanent Injunction shall be enforceable against Defendant and its successors in interest and assigns.

IT IS FURTHER ORDERED THAT the Court shall retain jurisdiction to enforce this Default Judgment and Permanent Injunction.

IT IS SO ORDERED.

Dated: __7/6/2020____   __/s/ Leo T. Sorokin_____

                                              UNITED STATES DISTRICT JUDGE

Dated: July 1, 2020

Respectfully submitted,

SOFT-AID, INC.,
By and through its Attorneys,

/s/ Gary G. Pelletier
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CERTIFICATE OF SERVICE

I hereby certify that on July 1, 2020, the foregoing document was filed through the ECF

system and will be sent electronically to those registered participants. Defendant's lone agent for

service of process, Julie McCoy, has resigned.

/s/ Gary Pelletier
Gary Pelletier